

AG Contract No. KR97 2399TRN
ADOT ECS File No. JPA 97-07
COT Contract No. 0269-98
Project: H5017 01C
Section: B-19 (Sixth Avenue)
I-10 to Irvington Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 20 May, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-401(B) to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the City.

3. Incident to a Sixth Avenue (B-19) street improvement
project contemplated by the City, to include minor widening of
6th Avenue and upgrading the intersection of 6th Avenue @ Ajo
Way, the State has requested the City to include improvements to
B-19 between I-10 and Irvington Road, including intersection
improvements, roadway widening, new signals, signing, striping,
lighting, storm drain, landscape and sidewalk improvements, and
utility relocations, at a cost currently estimated at
\$7,325,279.00, all at State expense, hereinafter referred to as
the Project, and the transfer of ownership jurisdiction and
maintenance responsibility from the State to the City of B-19
(Sixth Avenue) from I-10 to Irvington Road.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. 22387
Filed with the Secretary of State
Date Filed: 05/20/98

Betty Gayles
Secretary of State

By Dick Greenwood

II. SCOPE

1. The City will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate State review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the State on any Project related contractor contract modifications. Be responsible for any contractor claims for extra compensation.

c. Invoice the State for the cost of the Project, in an amount currently estimated at \$7,325,279.00.

d. Upon completion of the Project improvements and expenditure of funds, and upon approval of and by resolution of the City Council, accept ownership jurisdiction and maintenance responsibility for B-19 (Sixth Avenue) between I-10 and Irvington Road.

e. Waive the requirements of Arizona Revised Statute 28-7209 (formerly ARS 28-106).

2. The State will:

a. Review the design documents and provide comments.

b. Pay the City for the cost of the Project, in an amount currently estimated at \$7,325,279.00, with thirty (30) days after receipt and approval of an invoice.

c. Upon completion of the project improvements, and upon approval of and by resolution of the Transportation Board, abandon ownership jurisdiction and maintenance responsibility for B-19 (Sixth Avenue) between I-10 and Irvington Road from the State to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and transfer of jurisdiction; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


City of Tucson
City Manager
Box 27210
Tucson, AZ 85726-7210

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON


By


GEORGE MILLER
Mayor

STATE OF ARIZONA

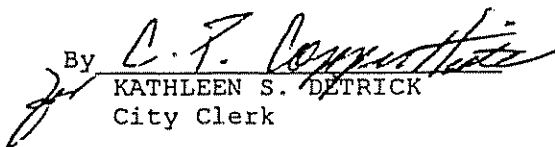
Department of Transportation

By


EDWARD D. WRIGHT
Deputy State Engineer

ATTEST


By


KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 17th day of January 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with City of Tucson for the purpose of defining responsibilities for the design and construction of improvements to B-19, Ajo Way - Irvington Road and the turnback of the roadway to the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL
FEB 09 1998

RESOLUTION NO. 17950

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE SIXTH AVENUE, I-10 TO IRVINGTON ROAD IMPROVEMENTS.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona for the Sixth Avenue, I-10 to Irvington Road improvements, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 8 day of Jan, 1998.

A handwritten signature in cursive script, appearing to read "Daniel S. [unclear]", is written over a horizontal line.

City Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

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Direct: (602) 542-8837
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MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2399TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE May 13, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/12358

Enc.